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	Document 1 ago 1 of 0	•					
	nformation to identify your case:						
Debtor 1	Joshua Emanuel Crawford						
	First Name Middle Name Last Name						
Debtor 2	Coronda Yvette Crawford						
(Spouse, if fili	g) First Name Middle Name Last Name						
United Stat	es Bankruptcy Court for the NORTHERN DISTRICT OF GEORGIA	list below the sec have been change sections not listed					
			f set out later in this				
Case numb	or:	amended plan.					
(If known)							
Chapter	13 Plan						
NOTE:	The United States Bankruptcy Court for the Northern District of Georgia a cases in the District pursuant to Federal Rule of Bankruptcy Procedure 301 Chapter 13 Plans and Establishing Related Procedures, General Order No. the Bankruptcy Court's website, ganb.uscourts.gov. As used in this plan, "COrder No. 21-2017 as it may from time to time be amended or superseded.	5.1. See Order Requiring 2 21-2017, available in the O	Local Form for Clerk's Office and or				
Part 1: N	otices						
To Debtor(This form sets out options that may be appropriate in some cases, but the present the option is appropriate in your circumstances. Plans that do not comply with the judicial rulings may not be confirmable.	•					
	In the following notice to creditors, you must check each box that applies.						
To Credito	Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.						
	Check if applicable.						
	☐ The plan provides for the payment of a domestic support obligation (as d 4.4.	lefined in 11 U.S.C. § 101(14A)), set out in §				
	You should read this plan carefully and discuss it with your attorney if you have an attorney, you may wish to consult one.	one in this bankruptcy case	e. If you do not have				
	If you oppose the plan's treatment of your claim or any provision of this plan, yo confirmation at least 7 days before the date set for the hearing on confirmation, to The Bankruptcy Court may confirm this plan without further notice if no objection 3015.	inless the Bankruptcy Court	t orders otherwise.				
	To receive payments under this plan, you must have an allowed claim. If you file allowed unless a party in interest objects. See 11 U.S.C. § 502(a).	e a timely proof of claim, yo	our claim is deemed				
	The amounts listed for claims in this plan are estimates by the debtor(s). An controlling, unless the Bankruptcy Court orders otherwise.	allowed proof of claim wi	ill be				
	The following matters may be of particular importance. Debtor (s) must check on not the plan includes each of the following items. If an item is checked as "No checked, or if no box is checked, the provision will be ineffective even if set out	t included," if both boxes a					
	imit on the amount of a secured claim, that may result in a partial payment or no yment at all to the secured creditor, set out in § 3.2	✓ Included	Not Included				
§ 1.2 Av	oidance of a judicial lien or nonpossessory, nonpurchase-money security interest, out in § 3.4	✓ Included	Not Included				
	nstandard provisions, set out in Part 8.	☐ Included	Not Included				
		1					
Part 2: P	an Payments and Length of Plan; Disbursement of Funds by Trustee to Holders of	Allowed Claims					
	<u> </u>						

§ 2.1 Regular Payments to the trustee; applicable commitment period.

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Debtor		Coronda Yvette Crawford Case number Case number	
	The ap	e applicable commitment period for the debtor(s) as set forth in 11 U.S.C. § 1325(b)(4) is:	
	Chec	Theck one: ☐ 36 months ☑ 60 months	
	Debtor	otor(s) will make regular payments ("Regular Payments") to the trustee as follows:	
Regular Bankrup	Payment tcy Cour	will pay \$1,700.00 per month for the applicable commitment period. If the applicable commitment period is 36 monents will be made to the extent necessary to make the payments to creditors specified in this plan, not to exceed 60 no court orders otherwise. If all allowed claims treated in § 5.1 of this plan are paid in full prior to the expiration of the apperiod, no further Regular Payments will be made.	nonths unless the
	mount o	icable. nt of the Regular Payment will change as follows (If this box is not checked, the rest of § 2.1 need not be completed a litional lines as needed for more changes.):	or reproduced.
§ 2.2	Regula	gular Payments; method of payment.	
	Regula	gular Payments to the trustee will be made from future income in the following manner:	
	Check	Debtor(s) will make payments pursuant to a payroll deduction order. If a deduction does not occur, the debtor(strustee the amount that should have been deducted.	s) will pay to the
	✓	Debtor(s) will make payments directly to the trustee.	
		Other (specify method of payment):	
§ 2.3	Incom	ome tax refunds.	
	Check	eck one.	
	✓	Debtor(s) will retain any income tax refunds received during the pendency of the case.	
		Debtor(s) will (1) supply the trustee with a copy of each income tax return filed during the pendency of the cas of filing the return and (2) turn over to the trustee, within 30 days of the receipt of any income tax refund durin commitment period for tax years, the amount by which the total of all of the income tax refunds received exceeds \$2,000 ("Tax Refunds"), unless the Bankruptcy Court orders otherwise. If debtor's spouse is not a deb "tax refunds received" means those attributable to the debtor.	g the applicable I for each year
		Debtor(s) will treat tax refunds ("Tax Refunds") as follows:	
§ 2.4	Additi	ditional Payments.	
	Check	eck one.	
	✓	None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.	
§ 2.5	[Intent	tentionally omitted.]	
§ 2.6	Disbur	bursement of funds by trustee to holders of allowed claims.	
		Disbursements before confirmation of plan. The trustee will make preconfirmation adequate protection payments allowed claims as set forth in §§ 3.2 and 3.3.	to holders of

(b) Disbursements after confirmation of plan. Upon confirmation, after payment of the trustee's statutory fee, the trustee will disburse Regular Payments, Additional Payments, and Tax Refunds that are available for disbursement to make payments to holders of allowed

claims as follows:

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	Coronda Yvette Crawford		

- (1) First disbursement after confirmation of Regular Payments. In the first disbursement after confirmation, the trustee will disburse all available funds from Regular Payments in the following order:
 - (A) To pay any unpaid preconfirmation adequate protection payments required by 11 U.S.C. § 1326(a)(1)(C) as set forth in § 3.2, § 3.3, and orders of the Bankruptcy Court;
 - (B) To pay fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3;
 - (C) To make payments pro rata based on the monthly payment amount: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on domestic support obligations as set forth in § 4.4; on the arrearage claims on nonpriority unsecured claims as set forth in § 5.2; and on executory contracts and unexpired leases as set forth in § 6.1; and
 - (D) To pay claims in the order set forth in § 2.6(b)(3).
- (2) Second and subsequent disbursement after confirmation of Regular Payments. In the second disbursement after confirmation, and each month thereafter, the trustee will disburse all available funds from Regular Payments in the order below. All available Regular Payments will be distributed to the claims in each paragraph until such claims are paid in full.
 - (A) To make concurrent monthly payments, including any amount past due under this plan: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3; on domestic support obligations as set forth in § 4.4; on the arrearage claims on both nonpriority unsecured claims as set forth in § 5.2 and executory contracts and unexpired leases as set forth in § 6.1;
 - (B) To make pro rata payments on administrative expenses allowed under 11 U.S.C. § 503(b) other than the trustee's fee and the debtor's attorney's fees, expenses, and costs; and
 - (C) To pay claims in the order set forth in § 2.6(b)(3).
- (3) **Disbursement of Additional Payments and Tax Refunds.** The trustee will disburse the Additional Payments and Tax Refunds in the following order:
 - (A) To pay fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3;
 - (B) To make pro rata payments on administrative expenses allowed under 11 U.S.C. § 503(b) other than the trustee's fee and the debtor's attorney's fees, expenses, and costs;
 - (C) To make payments pro rata based on the monthly payment amount: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on domestic support obligations as set forth in § 4.4; on the arrearage claims on both nonpriority unsecured claims as set forth in § 5.2 and executory contracts and unexpired leases as set forth in § 6.1;
 - (D) To pay other Allowed Secured Claims as set forth in § 3.6;
 - (E) To pay allowed claims entitled to priority under 11 U.S.C. § 507, other than administrative expenses and domestic support obligations; and
 - (F) To pay nonpriority unsecured claims not otherwise classified as set forth in § 5.1 ("Unclassified Claims") and to pay nonpriority unsecured claims separately classified as set forth in § 5.3 ("Classified Claims"). The trustee will estimate the total amounts to be disbursed during the plan term (1) to pay Unclassified Claims and (2) to pay Classified Claims. Funds available for disbursement on these claims will be allocated pro rata to each class, and the funds available for disbursement for each class will be paid pro rata to the creditors in the class.
- (4) Unless the debtor(s) timely advise(s) the trustee in writing, the trustee may treat and disburse any payments received from the debtor(s) as Regular Payments.

Part 3: Treatment of Secured Claims

§ 3.1 Maintenance of payments and cure of default, if any.

Check one.

None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

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Debtor	Joshua Emanuel Crawford	Case number
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§ 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The debtor(s) request(s) that the Bankruptcy Court determine the value of the secured claims listed below.

For each non-governmental secured claim listed below, the debtor(s) state(s) that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless the Bankruptcy Court orders otherwise, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each creditor checked below, debtor(s) will file a motion pursuant to Bankruptcy Rule 3012 and the Chapter 13 General Order to request determination of the amount of the secured claim.

For each listed claim below, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Check only if motion to be filed	Name of creditor	Estimated amount of total claim	Collateral and date of purchase	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly pre- confirmation adequate protection payment	Monthly post -confirmation payment
			2013 Chevy Silverado 111000 miles						\$50.00 increasing to \$745.00 beginning
	CAPITAL ONE AUTO FINANCE	\$ <u>26,863.00</u>	Opened 3/5/2016	\$ <u>17,475.00</u>	\$ <u>0.00</u>	\$ <u>17,475.00</u>	6.25%	\$ <u>50.00</u>	September 2020

§ 3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced. The claims listed below were either:

(1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or

(2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

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The holder of any claim listed below will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Name of Creditor	Collateral	Purchase date	Estimated amount of claim	Interest rate	Monthly preconfirmation adequate protection payment	Monthly postconfirmation payment to creditor by trustee
GM FINANCIAL	2015 GMC Terrain 65000 miles	Opened 4/2/2019 Last Active 7/24/2019	\$ <u>21,560.00</u>	<u>6.25</u> %	\$ <u>50.00</u>	\$50.00 increasing to \$825.00 beginning September 2002

§ 3.4 Lien avoidance.

Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked

The judicial liens and/or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). Unless the Bankruptcy Court orders otherwise, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the claim secured by the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the claim secured by the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan to the extent allowed. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.

Information regarding judicial lien or security interest	Calculation of lien avoidance			Treatment of remaining secured claim
Name of creditor MIDLAND FUNDING	a. Amount of lien	\$	841.00	Amount of secured claim after avoidance (line a minus line f)
LLC	b. Amount of all other liens	\$	30,425.00	<u>0.00</u>
	c. Value of claimed exemptions	\$	138,050.00	
Collateral All real and personal property	d. Total of adding lines a, b, and c	\$	169,316.00	Interest rate (if applicable) 0.00 %
	e. Value of debtor's interest in property	\$	168,475.00	
Lien identification (such as judgment date, date of lien recording)				
Judgment Lien,Paulding County Magistrate Court	f. Subtract line e from line d.	\$	841.00	Monthly payment on secured claim
3/1/2017				\$ _0.00
	Extent of exemption impairment (Check applicable box)	į		

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Debtor Joshua Emanuel Crawford Case number
Coronda Yvette Crawford

Information regarding judicial lien or security interest	Calculation of lien avoidance	Treatment of remaining secured claim	
·	Line f is equal to or greater than line a. The entire lien is avoided (Do not complete the next column) Line f is less than line a.		
Name of creditor PORTFOLIO	A portion of the lien is avoided. (Complete the next column) a. Amount of lien \$ 390.00	Amount of secured claim after avoidance (line a minus line f)	
RECOVERY	b. Amount of all other liens \$ 30,425.00 c. Value of claimed exemptions \$ 138,050.00	\$ 0.00	
Collateral All real and personal	d. Total of adding lines a, b, and c \$ 168,865.00	Interest rate (if applicable) 0.00 %	
	e. Value of debtor's interest in property - \$ 168,475.00		
recording) Judgment Lien,Paulding County Magistrate Court	f. Subtract line e from line d. \$ 390.00	Monthly payment on secured claim	
2/23/2016		\$	
	Extent of exemption impairment (Check applicable box) Line f is equal to or greater than line a. The entire lien is avoided (Do not complete the next column)		
	Line f is less than line a. A portion of the lien is avoided. (Complete the next column)		

§ 3.5 Surrender of collateral.

Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

§ 3.6 Other Allowed Secured Claims.

A proof of claim that is filed and allowed as a secured claim, but is not treated as a secured claim in this plan, shall be paid with interest at the rate of __5.25 __%. Payments will commence as set forth in § 2.6. Notwithstanding the foregoing, the debtor(s), and any other party in interest, may: object to allowance of the claim; request that the Bankruptcy Court determine the value of the secured claim if modification of the claim is permissible and if 11 U.S.C. § 506 is applicable; or request that the Bankruptcy Court avoid the creditor's lien pursuant to 11 U.S.C. § 522(f), if applicable.

If the Bankruptcy Court determines the value of the secured claim, the portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan.

The holder of the claim will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

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Debtor		Joshua Emanuel Crawford Coronda Yvette Crawford	Case number				
		ment of the amount of the secured claim, § 1328, at which time the lien will termin	with interest at the rate set forth above, and discharge of the underlying debt under 11 ate and be released by the creditor.				
Part 4:	Treat	ment of Fees and Priority Claims					
§ 4.1	Genera	al.					
		e's fees and all allowed priority claims will ess of whether it is listed in § 4.4.	l be paid in full without postpetition interest. An allowed priority claim will be paid in full				
§ 4.2	Truste	e's fees.					
	Trustee	e's fees are governed by statute and may c	hange during the course of the case.				
§ 4.3	Attorn	ey's fees.					
	\$_4,7		the attorney for the debtor(s) in connection with legal representation in this case are the fees, expenses and costs of the attorney for the debtor(s) are governed by General ler"), as it may be amended.				
		on confirmation of the plan, the unpaid am h in the Chapter 13 Attorney's Fees Order	ount shall be allowed as an administrative expense under 11 U.S.C. § 503(b) to the extent is				
		(c) The Bankruptcy Court may allow additional fees, expenses, and costs to the attorney for debtor(s) in excess of the amount shown in § 4.3(a) above upon application of the attorney in compliance with the Chapter 13 Attorney's Fees Order and after notice and a hearing.					
		(d) From the first disbursement after confirmation, the attorney will receive payment under $\S 2.6(b)(1)$ up to the allowed amount set forth in $\S 4.3(a)$.					
		(e) The unpaid balance and any additional amounts allowed under § 4.3(c) will be payable (1) at \$1470.00_ per month from Regular Payments and (2) from Tax Refunds or Additional Payments, as set forth in § 2.6, until all allowed amounts are paid in full.					
	debtor(s) the amount of $\frac{2,500.00}{}$, not to 6 y for the debtor(s) has complied with the a	infirmation of the plan, the debtor(s) direct(s) the trustee to pay to the attorney for the exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits. If the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, a maximum amount to the attorney, whichever is less.				
	(g) If the case is dismissed before confirmation of the plan, fees, expenses, and costs of the attorney for the debtor(s) in the amount of \$_2,500.00\], not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits, will be allowed to the extent set forth in the Chapter 13 Attorney's Fees Order. The attorney may file an application for fees, expenses, and costs in excess of the maximum amount within 10 days from entry of the order of dismissal. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the allowed amount to the attorney.						
	(h) If the case is converted to Chapter 7 after confirmation of the plan, the debtor(s) direct(s) the trustee to deliver to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.						
		e case is dismissed after confirmation of the lees, expenses, and costs that are unpaid	he plan, the trustee will pay to the attorney for the debtor(s), from the funds available, any				
§ 4.4	Priorit	y claims other than attorney's fees.					
		None. If "None" is checked, the rest of	§ 4.4 need not be completed or reproduced.				
	(a) Che	ock one.					
		The debtor(s) has/have no domestic supreproduced.	port obligations. If this box is checked, the rest of § 4.4(a) need not be completed or				

Name of creditor Estimated amount of claim

(b) The debtor(s) has/have priority claims other than attorney's fees and domestic support obligations as set forth below:

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-		_	

Name of creditor	Estimated amount of claim
Georgia Department of Revenue	\$0.00
IRS	\$0.00

IKS		\$0.00		
Part 5:	Treatment of Nonpriority Unsecured Claims			
§ 5.1	Nonpriority unsecured claims not separately classified.			
	Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata, as set forth in § 2.6. Holders of these claims will receive:			
	Check one.			
	☐ A pro rata portion of the funds remaining after disbursements have been made t	o all other creditors provided for in this plan.		
	☐ A pro rata portion of the larger of (1) the sum of \$ and (2) the funds remaindred tors provided for in this plan.	ining after disbursements have been made to all other		
	The larger of (1)% of the allowed amount of the claim and (2) a pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.			
	✓ 100% of the total amount of these claims.			
	Unless the plan provides to pay 100% of these claims, the actual amount that a holder receives will depend on (1) the amount of claims filed and allowed and (2) the amounts necessary to pay secured claims under Part 3 and trustee's fees, costs, and expenses of the attorney for the debtor(s), and other priority claims under Part 4.			
§ 5.2	Maintenance of payments and cure of any default on nonpriority unsecured cl	laims.		
	Check one.			
	None. If "None" is checked, the rest of § 5.2 need not be completed or re	produced.		
§ 5.3	Other separately classified nonpriority unsecured claims.			
	Check one.			
	None. If "None" is checked, the rest of § 5.3 need not be completed or re	produced.		
Part 6:	Executory Contracts and Unexpired Leases			
§ 6.1	The executory contracts and unexpired leases listed below are assumed and w contracts and unexpired leases are rejected.	ill be treated as specified. All other executory		
	Check one.			
	None. If "None" is checked, the rest of § 6.1 need not be completed or re	produced.		

Name of creditor:	Description of leased property or executory contract		Monthly postconfirmation payment to cure arrearage
Pathlight Property Management	Residential lease	\$0.00	\$0.00

by the trustee. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Assumed items. Current installment payments will be disbursed directly by the debtor(s). Arrearage payments will be disbursed

Part 7: Vesting of Property of the Estate

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Debtor	Joshua Emanuel Crawford Coronda Yvette Crawford		Case number	
§ 7.1	Unless the Bankruptcy Court orders otherwise, prope the debtor(s) only upon: (1) discharge of the debtor(s) the completion of payments by the debtor(s).	•		
Part 8:	Nonstandard Plan Provisions			
§ 8.1	Check "None" or List Nonstandard Plan Provisions.			
	None. If "None" is checked, the rest of Part 8 n	eed not be con	npleted or reproduced.	
Part 9:	Signatures:			
§ 9.1	Signatures of Debtor(s) and Attorney for Debtor(s). The debtor(s) must sign below. The attorney for the debto	or(s), if any, mi	ıst sign below.	
X /s/		X	/s/	
	shua Emanuel Crawford gnature of debtor 1 executed on September 9, 2019		Coronda Yvette Crawford Signature of debtor 2 executed on	September 9, 2019
	9 Williamsburg Dr allas, GA 30157		129 Williamsburg Dr Dallas, GA 30157	
X /s/		Date: Se	eptember 9, 2019	
	chard McCarthy gnature of attorney for debtor(s)	_		_
Kir	ng & King Law, LLC		5 Pryor Street, SW lanta, GA 30303-3748	

By filing this document, the debtor(s), if not represented by an attorney, or the attorney for debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Local Form for Chapter 13 Plans that the Bankruptcy Court for the Northern District of Georgia has prescribed, other than any nonstandard provisions included in Part 8.